

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-00-11694/0002		3. EFFECTIVE DATE 07/02/02	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-00-11694	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-00-11694
			✓	9B. DATED (SEE ITEM 11) 06/12/02
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to correct the following clauses: Section B clause entitled "LEVEL OF EFFORT--COST-REIMBURSEMENT TERM CONTRACT, Section L clause entitled OSRE-2 SPECIFIC INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALS, Section L clause entitled GENERAL COST PROPOSAL INSTRUCTIONS, Section L clause entitled OSRE-2 SPECIFIC COST PROPOSAL INSTRUCTIONS, Section L clause entitled ELIGIBILITY/INELIGIBILITY OF CONTRACTORS FOR AWARD. This Amendment also provides answers to all questions received from potential Offerors as of July 1, 2002.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MARIO P. CHAPLE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA

FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "LEVEL OF EFFORT--COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 15,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

2. The Section L clause entitled "OSRE-2 SPECIFIC INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALS" has been modified. The text is as follows:

I. Statement of Relative Importance of Factors: The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this requirement, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

II. Non-Cost Evaluation Factors: Proposals will be evaluated based on the information presented in the oral presentations and written proposals. Such information will demonstrate the offeror's qualifications in regard to the evaluation factors set forth below. The subjects addressed during the oral presentation will be evaluated as set forth in Section M.

Weight by	Total
Factor	Weight

Factor 1	Technical Expertise	1.5	5.5
	Subfactor: Sample Work Assignments	1.5	
	Subfactor: Technical Questions	1.5	
	Subfactor: Key and Non-Key Personnel	1.0	
Factor 2	Management Approach and Experience	1.5	2.0
	Subfactor: Small and Disadvantaged Businesses*	.5	

(Reference Clause L.24 for additional information)*

Factor 3	Past Performance	1.5
Factor 4	Corporate Experience	1.0

Past Performance will be evaluated in accordance with the questions and rating criteria cited in the Past Performance Questionnaire (see Section J, Attachment 1).

III. Oral Proposal Instructions

A. General: Offerors shall demonstrate their technical knowledge concerning the SOW, evaluation criteria, and approach to addressing the issues identified in the two (2) sample work assignments (all offerors will be given the same sample work assignments) as well as the technical questions. The sample work assignments will be given to offerors 1 week in advance of their oral presentation. The purpose of the sample work assignments is for the offerors to demonstrate their understanding of the SOW and corporate technical expertise relevant to the SOW.

Offerors shall use the oral presentation to demonstrate their understanding, approach, and allocation of resources so the Government can evaluate their capability to perform the services required by the SOW. Each offeror shall describe how it plans to meet the contract requirements and demonstrate how it will successfully complete the tasks set forth in the SOW. The offeror shall describe its approach to forming teams, using subcontractors/ consultants, and managing the work as work assignments are issued.

B. Schedule for Presentations: Presentations will be scheduled with offerors who submit offers which comply with the requirements of this solicitation, as soon as possible after the closing date for receipt of proposals. The offers to be considered are those which include all items requested throughout the solicitation including, but not limited to: All items set forth under the Written Technical Proposal; the items set forth under the Determination of Responsibility section, and the items set forth under the other Written Documentation section including all requested portions of the Cost Proposal.

All eligible offerors will receive notification by telephone of their scheduled presentation date and time, which will be confirmed in writing. The presentations will be scheduled as closely together as possible. Once notified of their scheduled presentation date and time,

offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained absent compelling reasons, and no rescheduling of the presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government will randomly determine the order of presentations.

- C. Place for Presentations: The Government will determine the place for presentations within 150 miles of the Washington Metropolitan area in a facility to be determined. Presentations shall be performed in person by the offeror.
- D. Videotaping: The Government will videotape the oral proposals for documentation purposes. Offerors will be provided a copy of their videotaped presentations upon a written request to the contracting officer after contract award. Submission of videotapes or other forms of media containing the presentations are not authorized and such technical proposals shall be rejected.
- E. Presentation Format: Oral presentations shall be made by the key personnel whom the offeror will employ to manage or supervise the contract performance. The individual who will have day-to-day operational responsibility for contract performance shall be present and shall, at a minimum answer questions directed to him/her during the sample work assignment session. An offeror shall send no more than six persons to the presentations, 3 of whom must be the proposed key personnel. Offerors will make their presentations to the EPA selection officials.
 - 1. The Government will give each offeror a maximum of two hours, fifteen minutes for oral presentations. The time allotted for clarifications and/or break are not included in this schedule and may vary depending upon Government need and the types of clarifications that may arise.

15 minutes	Introduction of offeror's personnel, company, and demonstration of offeror's corporate experience and management approach.
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One hour	Response to the two sample work assignments
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Break

One Hour	Preparation/Responses to the technical questions
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Clarification Period (if any)

Sample Work Assignments: offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting

their approach to the two sample work assignments. Each offeror will be given the same two sample work assignments 1 week prior to its presentation date. The two sample work assignments will not be included as part of this RFP. The presentation shall address:

- a. Major issues identified concerning the work assignments
- b. Major milestones/activities associated with the SOW tasks and sub-tasks
- c. Estimated time frames/schedules to complete these major milestones or activities;
- d. Decision points and responsible parties making the decision(s)
- e. Contractor actions, EPA actions, actions by other parties;
- f. Potential problems or bottlenecks to project completion and proposed solutions
- g. Personnel assigned to each work assignment and why; subcontractors/team contractors and/or consultants used
- h. Innovative approach to performing the task

Technical Questions: For the second part of the presentation, offerors will be given a series of technical questions relating to scenarios or other areas of the solicitation. Responses to these questions shall demonstrate knowledge of all aspects of the SOW including acquisition and management of supporting information and evidence, elements of liability, applicable case law and statutes, and related program implementation issues. All offerors will be given the same questions and each question is of equal importance. The Government will present the offerors a brief overview of the questions. Offerors will then have a period not-to-exceed thirty (30) minutes to prepare the response.

Offerors are not allowed any reference materials (i.e., files, COMPUTERS, books, models, etc), outside contact, or assistance (telephone, internet, fax, etc.) in the preparation of these responses. A copy of any material used for this portion of the presentation shall be provided to the TEP (i.e., copies of slides, flip-charts.) for documentation purposes. Offerors will have a period not-to-exceed thirty-(30) minutes in which to present responses.

2. Clarifications: The government may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the government will be for the sole purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.306(a) (2).

The government intends to award a contract without discussions. If the government determines that discussions and revisions to the offerors'

proposal are necessary, the offeror will only be allowed to make revisions to its written and/or cost portions of the proposal. The offeror will not be allowed to revise any of the answers given by the offeror's team during its oral presentation. No cost or pricing information shall be included in the oral presentation.

3. **Equipment and Facilities:** Offerors shall be limited to no more than 20 briefing charts for the entire two hour, fifteen minute presentation. The briefing charts shall consist of black on clear transparencies (without borders or background design, logos, or figures) for use on an overhead projector. EPA will not provide the overhead projector or viewing screen. No other form of presentation media is permitted, i.e., computer generated, video, etc. Briefing charts should highlight information in the presentations, not provide a narrative of the briefing content. Briefing charts do not become part of the technical proposal. Offerors are responsible for providing a person to flip the overhead charts, if it will not be done by the briefer. The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 20 chart limit. Offerors will also be allowed to write on a flip chart during the oral presentations to illustrate their points. EPA will not provide the flip chart, flip chart paper, or black pen marker. Flip chart pages used during the oral presentation are not subject to the 50 page written proposal limit. The charts will also not become a part of the technical proposal.

Responses to the questions must be oral, but the team will have access to the flip chart during preparation, and may use the flip chart (again, black on white background) during the presentation as a visual aid.

IV. INSTRUCTIONS FOR THE PREPARATION OF THE WRITTEN PROPOSAL PACKAGE

1. Submit the proposal for cost/pricing details as a separate part of the total proposal package. Omit all cost or pricing details from the other than cost proposal.

You are advised to closely read the technical proposal instructions and evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, (2) an oral presentation to the government. The following provisions provide further details regarding the written proposal.

The written technical proposal shall not exceed a total length of **50 pages** (one page is equivalent to 8 ½ by 11 inches wide, with a margin not less than one inch on all sides, and with a font size of not less than 11. Items that are subject to the page limitation are indicated below. A double sided page counts as two pages. Foldout pages shall not exceed 11" x 17" and shall count as two - (2) pages toward the overall limitation. In the event the technical proposal exceeds the specified page limit, excess pages will be removed and will not be considered in the proposals evaluation.

The written technical proposal that is subject to the 50 page count limitation includes:

- The written technical proposal supplementing the specific evaluation factors requested in the solicitation.
- A narrative discussing proposed personnel. Resumes shall be included for all key personnel. This section shall describe the experience and qualifications of the proposed personnel to perform the requirements of the solicitation, and address the availability and continuity of staff (retention and recruiting).
- The Utilization of Small Business and Small Disadvantaged Business Concerns, including the subcontracting plan (included in the specific evaluation factors as cited)
- Past Performance references

See EPAAR 1552.215-75, Past Performance Information

II. Written Documentation

The offeror shall submit the following in writing to the contracting officer prior to the date and time listed in block 9 of the Standard Form (SF) 33.

- (1) SF 33, Solicitation, Offer, and Award, with blocks 12 through 18 completed by the offeror;
- (2) Section K, Representation, Certifications, and other Statements of Offeror, completed by the offeror;
- (3) Cost and price information (to be submitted under separate cover; all cost or pricing data must be OMITTED from the written technical proposal);
- (4) Any exceptions, deviations or conditional assumptions to the term and conditions of the RFP. Exceptions, deviations or conditional assumptions may render your proposal ineligible for award without discussions.

III. Additional Written Documentation Required for the Government's Responsibility Determination

The offeror shall submit the following written documents which are described elsewhere in this solicitation, with its written proposal;

- (1) Organizational Conflict of Interest Plan
- (2) Quality Assurance Plan (FAR 52.246-11)
- (3) Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns (This IS NOT included as part of the 50 page limit on the written technical proposal) (EP 52.219-125).
- (4) Confidential Business Information Plan
- (5) The offeror shall identify the physical location of prime/team subcontractor office(s) supporting OSRE-2.
- (6) The offeror shall identify the physical location of designated key personnel supporting OSRE-2.

3. The Section L clause entitled "GENERAL COST PROPOSAL INSTRUCTIONS" has been modified. The text is as follows:

I. GENERAL

The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk or CD-ROM containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities; and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions

of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required, but direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy

on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, job discipline and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b) (3) (iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance

with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a) (2) are met.

4. The Section L clause entitled "OSRE-2 SPECIFIC COST PROPOSAL INSTRUCTIONS" has been modified. The text is as follows:

Contract Structure: The government proposes to award a contract(s) for a potential period of performance of 10 years. There will be a three year base period of performance, and two potential option periods broken out as shown

below.

Base, Months 1 -36	Base Quantity	15,000	Hours
Option I, Months 37-84	Base Quantity	22,000	Hours
Option II, Months 85-120	Base Quantity	15,000	Hours

Award Term: The period of performance of this contract is dependent upon contractor performance. Refer to Clauses Award Term Option Incentive Guidance and Award Term Option Incentive Plan for information on Award Term.

Pricing Assumption: For pricing evaluation purposes, offerors shall assume that the hours will be incurred evenly throughout the period of performance. An example of this would be in Option II, the base quantity hours shall be priced at 5,000 for months 85 through 96, and 5,000 for months 97 through 108, etc.

Options: There will be an additional maximum possible 88 options of 2,000 hours available which could be exercised at any time during the potential ten (10) year period of performance of this contract. For evaluation purposes only, the government will evaluate options at the year 5 rate. Refer to Model II(b) (2) (Option LOE 176,000 hours).

Contract Capacity: The government may award two (2) contracts for this requirement. Both contracts will be priced and evaluated for the maximum hours per contract of 228,000. If both offerors perform well and options are exercised, the maximum per contract may not exceed 136,000 hours (LOE cost reimbursable base, option hours and firm-fixed price pool hours included).

Allotment of Effort by Task: For proposal purposes offerors shall assume that the effort on this requirement will be incurred evenly throughout the period of performance. The offeror shall allocate personnel resources and price the same using the LOE percentages given by SOW task below.

Task 1	Program Planning/Evaluation Analysis	25.9%
Task 2	Program and Information Management Systems	14.8%
Task 3	General Management Support	13.6%
Task 4	Policy, Regulations, and Guidance Support	12.9%
Task 5	Training/Conference/and Meeting Support	11%
Task 6	Negotiations & Settlement	6%
Task 7	Cost Recovery and PRP	4.8%
Task 8	General Compliance & Enforcement Support	2%
Task 9	Alternative Dispute Resolution (ADR)	5%
Task 10	State Program Support	2%
Task 11	Economic and Cost Analysis	.5%
Task 12	Community Based Environment & Environmental Justice	1%
Task 13	Records Management	.5%

ODC Pool: All ODCs for this contract will be exercised independently of labor hours. For ease of administration, fee will not be paid on the ODC options. Offeror(s) may choose to propose additional ODCs other than the amounts shown,

but these amounts must be adequately supported in the cost proposal and will become contract ceilings upon award.

Cost Reimbursement - Completion Pool: Do not adjust cost reimbursement models into term versus completion forms in the cost proposal. The government will allocate 40% of the proposed cost to term type work assignments and 60% to completion type work assignments.

Fixed Fixed Price Pool: The amount given for the Firm Fixed Price Pool is a target contract cost for proposal purposes and includes all ODC and fee. For information purposes, the government expects that no more than 34,000 hours of labor will be fixed price under the contract.

Work Assignments: All work under this contract will be issued through work assignments. These work assignments will be firm fixed price, cost-plus-fixed-fee (term), or cost-plus-fixed-fee (completion).

Alternative Dispute Resolution (ADR): For information purposes, offerors shall clearly identify where ADR personnel are to be included in the cost proposal, ie., consultants, direct labor, etc.

Fee: Offerors are instructed that the government will not pay fee directly for any ODCs. Offerors are strongly advised to consider this when developing their fee structure for the LOE hours.

COST MODEL - SUMMARY SHEET

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

Total Proposed Cost - Base & All Options (Including ODC options)

Cost Category

LOE LOE 228,000 (Base & All Options Yr-1-10)

(Source - Cost Model III)

Direct Labor
 Fringe (if applicable)
 Overhead
 G&A
 Fee

ODCs

88 Options (Years 1 through 10)

(Source - Cost Model III)

Travel	\$ 44,455
Non-Team Subcontractors	\$ 393,423
Other ODCs	\$ 617,919
G&A on ODCs (if applicable)	TBD
Total	\$Sum of all ODCs & applicable G&A

**Firm Fixed Price Pool (FFP)

(Source - Government Estimate)

Total	\$2,500,000
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**The FFP Pool represents the government's target costs (including fee) for proposal purposes for all firm fixed priced work assignments that may be issued to the offeror under this contract.

Total Contract Cost:	\$
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II .(a) COST MODEL - SUMMARY BASE PERIOD, BASE QUANTITIES - Contract
Years 1,2, and 3 (Months 1-36)

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	15,000	

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)
Overhead (if applicable)
G&A (if applicable)
Fee

Total Base Quantity, Base Period

(a) (1) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 1
(Months 1-12)

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

	Hours Yr 1	Rates	Total Yr 1
	5,000	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)
Overhead (if applicable)
G&A (if applicable)
Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 1.

Year 1: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(a) (2) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 2
(Months 13-24)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 2	Rates	Total Yr 2
	5,000	\$	\$

Direct Labor

Key Personnel

(List labor categories)

Non-Key Personnel

(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 2.

Year 2: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(a) (3) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 3
(Months 25-36)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 3	Rates	Total Yr 3
	5,000	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)
Overhead (if applicable)
G&A (if applicable)
Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 3.

Year 3: Cost

Fee
Total estimated cost plus fee per LOE Option Increment:

II.(b) COST MODEL - BASE QUANTITIES - Option Period I, Years 4,5,6, and 7
(Months 37-84)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	22,000	

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)

Overhead (if applicable)
 G&A (if applicable)
 Fee

Total Base Quantity, Base Period

(b) (1) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 4
 (Months 37-48)

CONTRACTOR NAME: _____
 RFP #: HQ-00-11694

	Hours Yr 4	Rates	Total Yr 4
	5,500	\$	\$

Direct Labor

Key Personnel
 (List labor categories)

Non-Key Personnel
 (List labor categories)
 Total Professional LOE
 Administrative/Clerical/Other Hours (if applicable)
 Total Direct Labor
 Fringe (if applicable)
 Overhead (if applicable)
 G&A (if applicable)
 Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 4.

Year 4: Cost

Fee
 Total estimated cost plus fee per LOE Option Increment:

(b) (2) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 5
 (Months 49-60)

CONTRACTOR NAME: _____
 RFP #: HQ-00-11694

	Hours Yr 5	Rates	Total Yr 5
	5,500	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 5,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 5.

Year 5: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(b) (3) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 6
(Months 61-72)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 6	Rates	Total Yr 6
	5,500	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 6.

Year 6: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(b) (4) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 7
(Months 73-84)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 7	Rates	Total Yr 7
	5,500	\$	\$

Direct Labor

Key Personnel

(List labor categories)

Non-Key Personnel

(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 7.

Year 7: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

II.(c) COST MODEL - BASE QUANTITIES - Option Period II, Contract Years
8, 9, and 10 (Months 85-120)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	15,000	
Direct Labor		
Key Personnel		
(List labor categories)		
Non-Key Personnel		
(List labor categories)		
Total Professional LOE		
Administrative/Clerical/Other Hours (if applicable)		
Total Direct Labor		
Fringe (if applicable)		
Overhead (if applicable)		
G&A (if applicable)		
Fee		
Total Base Quantity, Base Period		

(c) (1) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
8
(Months 85-96)

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

	Hours Yr 8	Rates	Total Yr 8
	5,000	\$	\$
Direct Labor			
Key Personnel			
(List labor categories)			
Non-Key Personnel			
(List labor categories)			
Total Professional LOE			
Administrative/Clerical/Other Hours (if applicable)			
Total Direct Labor			
Fringe (if applicable)			
Overhead (if applicable)			
G&A (if applicable)			
Fee			
Total Base Quantity			

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for

Year 8.

Year 8: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(c) (2) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
9
(Months 97-108)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 9	Rates	Total Yr 9
	5,000	\$	\$

Direct Labor

Key Personnel

(List labor categories)

Non-Key Personnel

(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 5,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 9.

Year 9: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(c) (3) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
10
(Months 109-120)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 10.

Fee
Total estimated cost plus fee per LOE Option Increment:

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

Base LOE - 52,000 Hours over 10 years											
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Hours	5,000	5,000	5,000	5,500	5,500	5,500	5,500	5,000	5,000	5,000	52,000

Direct Labor
Fringe
Overhead
G&A
Fee
Total - Cost + Fee:

b. Option LOE 176,000 Hours at Year 5 rates

*Use only the Year 5 rates for this category - for evaluation purposes and contract estimated amount. The rates used will be dependent upon the year in which the option is exercised.

Direct Labor
Fringe
Overhead
G&A
Fee

Total Option LOE (cost plus fee):

c. Total LOE (a + b): (excluding ODCs) ***Use only the TOTALS columns from a and b.**

Direct Labor
Fringe
Overhead
G&A
Fee
Total LOE (cost plus fee):

	Gov't Est.	Gov't Est.	Add'l	<u>Add'l</u>	<u>TOTAL</u>
	Per inc.	Total 88	Per inc.	<u>Revised</u>	<u>Per inc.</u>
	Per inc.	inc.options	Offeror	<u>Total 88</u>	<u>and add'l</u>
	Estimate			<u>inc.</u>	<u>inc. options</u>
				<u>options</u>	<u>Offeror</u>
				<u>Offeror</u>	
Travel	\$505	\$44,455			
Non-Team	\$4471	\$393,423			
Subcontractors					
Other ODCs	\$7022	\$617,919			
G&A (if applicable)					
Total:		\$			

5. The Section L clause entitled "ELIGIBILITY/INELIGIBILITY OF CONTRACTORS FOR AWARD" has been modified. The text is as follows:

The Agency has determined that any contractor who, at the time of contract award would be considered an EPA or non-EPA Response Action Contractor (RAC), as defined below, would have a significant actual or potential Conflict of Interest (COI) in performing the work required under this contract. For the purposes of determining avoidance, neutralization, and mitigation issues, RAC prime contractors will be treated differently than ESS and REPA prime and subcontractors and RAC

subcontractors. For RAC prime contractors, it is anticipated that the only means by which the COI can be resolved is through divestiture. ESS and REPA prime and subcontractors, as they may implement enforcement policies, guidance and regulations at sites promulgated by the enforcement program, may also have a conflict-of-interest problem. A case-by-case COI review shall be performed by EPA for ESS and REPA prime and subcontractors as well as RAC subcontractors to determine if the COI can be avoided, neutralized, or mitigated.

Selection and award will not be made to any contractor, including ESS/ REPA contractors and RAC subcontractors, who does not clearly demonstrate that all COI issues have been satisfactorily avoided, neutralized, or mitigated. Therefore, such contractors will be ineligible for award of a contract for the subject acquisition or for any subcontracts under this contract. In addition, the Agency has determined that subcontractors to RAC, ESS, or REPA contractors may potentially have a significant COI in performing the work under this contract and will be similarly restricted and ineligible for award under this RFP. However, a RAC, ESS, or REPA subcontractor that does not potentially conflict with the work under this contract, may be eligible for award but submits its proposal at its own risk and expense with the express understanding that it could be deemed ineligible for award (because of the nature of its subcontracting work) notwithstanding its submission of a proposal.

The following definitions from CERCLA Section 119 (e) as amended apply to this clause:

(1) Response Action Contract - The term "response action contract" means any contract or agreement entered into by a response action contractor (as defined in paragraph (2) (A) of the subsection) with:

(A) the President;

(B) any Federal agency;

(C) a State or political subdivision which has entered into a contract or cooperative agreement in accordance with section 9604 (d) (1) of this title; or

(D) any potentially responsible party carrying out an agreement under section 9606 or 9622 of this title;

to provide any remedial action under this chapter at a facility listed on the National Priorities List, or any removal under this chapter, with respect to release or threatened release of a hazardous substance or pollutant or contaminant from the facility or to provide any evaluation, planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services thereto for such facility.

(2) Response Action Contractor - the term "response action contractor" means:

(A) any:

- (a) person who enters into a response action contract with respect to any release or threatened release of a hazardous substance or pollutant or contaminant from a facility and is carrying out such contract; and
- (b) person, public or nonprofit private entity, conducting a field demonstration pursuant to section 9660 (b) of this title; and
- (c) recipient of grants (including sub-grantees) under section 9660(a) of this title for the training and education of workers who are or may be engaged in activities related to hazardous waste removal, containment, or emergency response under this chapter.

(B) any person who is retained or hired by a person described in subparagraph (A) to provide any services relating to a response action; and

(C) any surety who after October 16, 1990, and before January 1, 1996 provides a bid, performance or payment bond to a response action contractor, and begins activities to meet its obligations under such bond, but only in connection with such activities or obligations.

(3) Response Action Work (see CERCLA Section 119 (e) (1) as amended). A CERCLA-authorized action at a Superfund site involving either a short-term removal action or a long-term remedial response with respect to any release or threatened release of a hazardous substance, pollutant or contaminant from the facility and includes any evaluation, planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services related to such removal action or remedial response.

(4) The Contracting Officer has determined that award of this contract (or any subcontract under this contract) to a contractor, who at the time of contract award, will be: 1) holding Agency prime response action contracts, 2) performing response action work or activities for other Federal agencies, states or private parties, 3) holding subcontracts (under EPA or non-EPA response action contracts) in which it is performing response action work , activities or ancillary services which potentially conflict with the work required under this contract, or 4) in a relationship with another party that would create a significant actual or potential conflict of interest for such contractors or in a relationship with another party that would create a significant actual or potential COI for it in performing the work under this contract and thus make them ineligible for award of this contract and any subcontracts under this contract. By way of illustration, of the following EPA prime contracts (and subcontractors performing response action work or activities under such contracts that potentially conflicts with the work required under this contract or follow-on contracts), or follow-on response action

contracts to those listed below, will be ineligible for award of this contract and for any subcontracts under this contract:

Response Action Contracts (RACs)
 Enforcement Support Services contracts (ESS)
 RCRA Enforcement and Permitting Act contracts (REPA)

6. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)" has been modified. The text is as follows:

I. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this requirement, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

II. Offerors will be evaluated on the basis of their combined oral and written technical proposals. This will be a best value evaluation.

- Offerors will be evaluated on the following technical factors. These factors are weighted as shown below:

	Factor Weight	Total Weight
Factor 1 Technical Expertise	1.5	5.5
Subfactor: Sample Work Assignments	1.5	
Subfactor: Technical Questions	1.5	
Subfactor: Key and Non-Key Personnel	1.0	
Factor 2 Management Approach	1.5	2.0
Subfactor: Small and Disadvantaged Business Utilization	.5	
Factor 3 Past Performance	1.5	
Factor 4 Corporate Experience		1.0

The Technical Evaluation Panel (TEP) will utilize the standard rating criteria outline in EPAAR 1515.305.

- Evaluation Factors

Factor 1 - Technical Expertise: Offerors will be evaluated on the extent to which they demonstrate a clear knowledge and understanding of CERCLA/SARA, LUST, OPA, and RCRA Corrective Action enforcement programs, as well as other pertinent environmental enforcement programs (CWA) and the requirements of these programs. Offerors will be evaluated on their understanding of the subject matter, technical approach, resource requirements, deliverables and schedule by detailing the manner in which work would be conducted in all 13 tasks in the SOW. The evaluation of technical expertise will be based on both the information presented during the oral presentation and on

the supplemental information provided in the written technical proposal. The evaluation criteria for the sample work assignment session and technical question session are stated below:

Subfactor: Sample Work Assignments - Offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting their approach to the two sample work assignments. The presentation shall address:

- (a) Major issues identified concerning the work assignments
- (b) Major milestones/activities associated with the SOW tasks and sub-tasks
- (c) Estimated time frames/schedules to complete these major milestones or activities;
- (d) Decision points and responsible parties making the decision(s)
- (e) Contractor actions, EPA actions, actions by other parties;
- (f) Potential problems or bottlenecks to project completion and proposed solutions
- (g) Personnel assigned to each work assignment and why; subcontractors/team contractors and/or consultants used
- (h) Innovative approach to performing the task

Subfactor: Technical Questions - The offeror's responses to these questions demonstrates knowledge of all aspects of the SOW including acquisition and management of supporting information and evidence, elements of liability, applicable case law and statutes, and related program implementation issues.

Subfactor: Key and Non-Key Personnel - Offerors will be evaluated on their demonstrated ability to show that the key personnel are people with appropriate credentials, knowledgeable about environmental enforcement programs, capable of providing excellent project management, cost control, and review, and substantive knowledge within their issues area; and availability to work on this contract. Resumes for all key personnel shall be included in the written technical proposal. For the purposes of this RFP, the following individuals performing these functions are considered key:

Program Management
Financial Management
Information Management Systems

(a) The experience, qualifications, education and commitment of proposed key personnel in these functional areas will be evaluated according to the following criteria:

- Program Management/Functional equivalent: Demonstrated experience and ability to understand and manage all of the areas of the scope of work. Demonstrated experience in organizing and managing large, complex contracts (including sub-contractors) similar to the effort set forth in the scope of work. Demonstrated experience in the area of contracting including working with the FAR and demonstrated experience in preparing, negotiating, and administering cost

and fixed price contracts. Demonstrated experience in conducting quality assurance reviews, audits, and document control procedures.

- Financial Management/Functional equivalent: Demonstrated experience in cost accounting, budgeting, data management economic planning, strategy development, and forecasting ability.
 - Information Management Systems Management/Company Title equivalent: Demonstrated experience with design and implementation of computer systems: mainframes, mini, micro-computers, and workstations. Demonstrated experience and ability in project management skills. Demonstrated experience, ability, and educational credentials in systems design; concept development; information requirements analysis; systems analysis; and feasibility studies. Demonstrated experience, and ability in using ORACLE, Lotus Notes, PowerPoint, and Lotus Millennium.
- (b) Experience and Qualifications of Non-Key Personnel: Non-key personnel are defined as other professionals, including mid-to-junior level professionals who will perform the day-to-day tasks required by the work assignments. Non-key personnel will be evaluated on their demonstrated ability to manage work assignments (e.g., cost control, schedules, technical, and performance). Non-key personnel will be evaluated on their demonstrated experience in conducting quality assurance reviews, audits, and document control procedures. Educational credentials and experience on similar type contracts will also be evaluated.
- (c) Availability of Qualified, Non-key and Key personnel: Offerors will be evaluated on their ability to demonstrate that the personnel proposed are committed to the program should they be awarded the contract. Offerors will also be evaluated on their demonstrated ability to meet face-to-face on a daily basis with the cognizant EPA official, and at times, within one hour of notification. Offerors shall indicate the percentage of time the various personnel will be available to this contract. Offers shall indicate where all key and non-key personnel are currently assigned and the location of the office(s) they work from.
- (d) Personnel Continuity: Offerors will be evaluated on their ability to assure EPA that qualified personnel be available throughout the life of the contract. Offerors will be evaluated on their demonstrated ability to retain qualified personnel and/or recruit new qualified personnel (both key and non-key). Offerors will also be evaluated on their demonstrated ability to provide trained employees throughout the life of the requirement, and provide on-going training to ensure that all employees are fully qualified and knowledgeable in all areas of the SOW that might affect their job performance.

Factor 2 - Management Approach: The evaluation of the management approach will be based on the information presented both during the oral

presentation and the written technical proposal. As part of this factor the offeror shall be evaluated on the following items and subfactor:

- (a) The clarity of the lines of authority and communication between staff and management;
- (b) The adequacy and appropriateness of corporate management's plans for identifying and addressing any problems that might arise;
- (c) The degree to which the roles and responsibilities of staff and management are defined; the level of integration of staff and subcontractors;
- (d) The approach to planning, organizing, assigning; distributing; administrating, coordinating, controlling, and monitoring work as described in the SOW so as to provide effective, efficient, and responsive support;
- (e) The demonstrated ability to maintain and effectively utilize minimal administrative/program management staff and associated costs;
- (f) The demonstrated ability to generate, control, and monitor the following items on a daily basis: document control numbers, account numbers, program management costs, cost accounting data for all tasks in the SOW, invoices, fees, status of work assignments, ad-hoc reports, and financial status reports;
- (g) The demonstrated ability and systems (IT/managerial/organizational) in place to ensure data security and integrity of enforcement related records;
- (h) The procedures for management control of non-authorized personnel who may attempt to direct a work assignment.
- (i) The demonstrated ability to commence work immediately upon award and mobilize personnel in such a manner as to minimize delays due to contract start up.

Subfactor: Small and Disadvantaged Business Utilization: As delineated in Section L, EPAAR Clause 1552.219-71 and the Section L proposal instructions, offerors will be evaluated on their demonstrated ability to manage, control, and ensure proper performance of subcontractors. Under this subfactor, offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

- (a) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;
- (b) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);
- (c) The complexity and variety of the work the SDB concerns are to perform under the contract;
- (d) The realism of the proposal to use SDB concerns in the performance of the contract; and
- (e) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the

authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

Factor 3: Past Performance: As delineated in EPAAR 1552.215-75, offerors will be evaluated based on the information presented on their Past Performance Questionnaire forms (See Section J), and on information obtained by the Government from contacting the references identified on those forms and/or on information obtained by the Government from other sources. Offerors will be evaluated in accordance with the criteria and using the rating system shown on the Past Performance Questionnaire.

Factor 4: Corporate Experience: The offeror will be evaluated on the extent of demonstrated relevant enforcement-related experience possessed which demonstrates an ability to perform the tasks set forth in the SOW. The evaluation of corporate experience will be based on both the information presented during the oral presentation and the written technical proposal. Offerors will be evaluated on the demonstrated experience of their corporate general management in managing large dollar, highly complex, multi-tasked, multi-disciplinary contracts and in resolving the kind of the problems that can be expected to occur in the performance of this requirement.

Questions From Offerors

Question 1: In Section L.14 on page L-7, EPA states that oral presentations shall be made by the key personnel. Please confirm that three of the not more than six people that the offerors can bring to the oral presentation must be the key personnel performing the functions described on page M-3 as Program Management, Financial Management, and Information Management Systems Management.

Response: As stated in the RFP: "An offeror shall send no more than six persons to the presentations, 3 of whom must be the proposed key personnel." The three Key Personnel mentioned shall attend and make the presentations.

Question 2: Pages L-7 - L-8 in Section L.14 indicate that the oral presentation will be 2 hours and 15 minutes. Page L-9, paragraph 3 says the presentation will be 3 and one half hours. Are we to assume the extra hour and fifteen minutes discussed on page L-9 refer to the period allocated to the contractor to answer clarifying questions?

Response: The 3 and one half hours time listed is a mistake. The correct time allotted is 2 hours 15 minutes. The RFP has been corrected by this amendment to reflect this change.

Question 3: Page L-9, Section L.14, paragraph 3 indicates that the briefing charts prepared for the oral presentation are to be black on clear transparencies for use on an overhead projector. The paragraph then goes on to say that EPA will not provide the overhead

projector or viewing screen. Is the contractor to bring this equipment or will the presentation be made using hard copies of the briefing charts?

Response: The contractor is to bring the equipment but may also provide hard copies to the evaluation team.

Question 4: Page L-11 in Section L.14, requires a CBI Plan be submitted with the written proposal, yet in Section H.24 on page H-22 says "It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract." Please clarify the requirements for CBI under this contract. If the contractor will be handling documents subject to CBI and the Agency requires a CBI Plan be submitted as part of the this proposal, please provide instructions as to what information must be covered in that plan.

Response: The requirement for a CBI plan has been eliminated; The RFP has been corrected by this amendment to reflect this change.

Question 5: In Section L.32 on pages L-48 - L-50, EPA describes how a potential offeror can determine its status as a RAC, ESS or REPA contractor. Is EPA referring narrowly to the RAC, ESS and REPA contracts issued by EPA or also to the nature of the work normally conducted under those contracts but also conducted under other contracts?

Response: Yes. Please note "non-EPA" applies to the nature of the work.

For example, if a firm is conducting PRP search support or cost recovery services for an EPA Regional office under a GSA schedule and not an ESS contract would the offeror have the same COI disclosure responsibilities as an offeror holding an ESS contract?

Response: Yes.

Should the offeror disclose PRP search or cost recovery work performed for other federal agencies, States or private companies?

Response: Yes

Question 6: In Section L.33 on pages L-50 - L-51, the Government asks that any relationship that an offeror has with a RAC, ESS or REPA contractor be described. Should that disclosure be limited to work on RAC, ESS or REPA contracts or any contractual relationship?

Response: "An offeror shall specifically disclose whether they have any business or financial relationships with RAC, ESS, or REPA contractor(s), or whether they are performing any work that potentially conflicts with work under this contract for EPA or other Government agencies." Unless the offeror feels another

relationship is relevant, only business or financial relationships with RAC, ESS, or REPA contractor(s) should be noted.

For example, if a potential offeror were a subcontractor to a RAC on EPA Headquarters contract to provide data management services or meeting support and the prime contract is unrelated to Superfund or RCRA, would that relationship need to be described?

Response: Yes, please describe the relationship.

Question 7: In Section L.14, page L-6 and L-10, EPA provides instructions for what is to be included in the written portion of the proposal.

This includes a written section on technical expertise ("supplementing the specific evaluation factors requested in the solicitation"), key and non-key personnel and resumes for key personnel, small business and small and disadvantaged business utilization plan, and past performance references. In Section M.3 on pages M-2 - M-5, EPA provides the evaluation factors for the written and oral proposal. While the evaluation factors are very clear for the oral presentation, the evaluation factors are confusing for the written proposal. There are also inconsistencies within the evaluation criteria regarding what information must be presented in writing vs. in the orals. We request that EPA clarify the following:

- Factor 1 Technical Expertise, page M-2 - please provide more specific evaluation criteria or instructions on what is to be provided in the written technical expertise.
- Factor 2 Management Approach, page M-4 - the RFP states that offerors will be evaluated based on the oral and written technical proposal (bold. added). All other information on this factor indicates that the offerors will only present their management approach in the oral presentation.
- Factor 4 Corporate Experience, page M-5 - the RFP states that offerors will be evaluated based on the oral and written technical proposal (bold. added). All other information on this factor indicates that the offerors will only present their corporate experience in the oral presentation.

Response: A minor change has been made to Factor 1: Technical Expertise; Factor 2: Management Approach and Factor 4: Corporate Experience. The word "both" has been inserted within the text and the words oral or written has been removed from the Section M.3. II weights.

Question 8: Section B.1, Paragraph (a): This paragraph states that "The Government will order 7,000 direct labor hours for the base period..." This conflicts with Sections H.9 and L.17, which indicate that the Government expects to order 15,000 direct labor hours in the base period. Which is correct?

Response: The RFP has been corrected by this amendment to reflect 15,000 direct labor hours.

Question 9: Section L.17: The paragraph discussing the Firm Fixed Price Pool that the Government expects that up to 34,000 hours of direct labor will be fixed price. Is this 34,000 hours in addition to the 228,000 direct labor hours proposed for cost reimbursement type work? Or are these hours included in the proposed 228,000?

Response: The FFP pool hours of 34,000 are included in the 228,000 hours.

Question 10: Section L.17: The Cost Model - Summary Sheet ODCs section refers to Cost Model IV as the source for this data. However, none of the sections of the Cost Model are labeled with a "IV". To what section of the Cost Model does this refer?

Response: The cost model has been corrected by this amendment to III.

Question 11: Section L.17: The ODCs section of the Cost Model - Summary Sheet indicates that the ODCs are broken into the 88 option increments. Are there no ODCs budgeted for the base quantity hours?

Response: No, base year ODCs will be exercised at time of award.

Question 12: Section L.17: Cost Model III, Cost Category Total Proposed Cost Reimbursable LOE Base & All Options, shows a breakdown of LOE hours by year. Year 4 shows 5,000 hours associated with it. However, shouldn't Year 4 be allocated 5,500 hours? Year 8 shows 5,500 hours associated with it. Shouldn't Year 8 be allocated 5,000 hours? As currently presented, the base and option period hours don't match the breakdown of base and option period hours shown at the top of Section L.17.

Response: The RFP has been corrected by this amendment to reflect 5,500 hrs Yr. 4 and 5,000 hrs. Year 8.

Question 13: Section L.14, Page L-10: The written technical proposal instructions indicate that the "Utilization of Small Business and Small Disadvantage Business Concerns, including the subcontracting plan (included in the specific evaluation factors as cited)" is to be included in that portion of the written technical proposal that is subject to the 50 page count limit. RFP page L-10, paragraph B. "Additional Written Documentation Required for the Government's Responsibility Determination", instructs that the same plan is to be provided in that part of the written technical proposal that is not subject to the 50 page limit. [The question that follows refers to these requirements.]

Will the Government remove the offeror's plan for Utilization of Small Business and Small Disadvantage Business Concerns from the 50 page limited portion of the written technical proposal? As noted above, the RFP already requests that the Utilization of Small Business and Small Disadvantage Business Concerns information be provided in the portion of the written proposal that is not subject to the page limitation. Developing the plan

according to RFP-required elements (e.g., clauses L.24 and L.26) will take numerous pages (we estimate at least 10). We believe requiring that 20% or more of the page-limited volume be devoted to this requirement is inconsistent with the Government's interest in obtaining sufficient information to effectively evaluate and distinguish between offers on the higher scoring elements of Evaluation Factors 1, 2 and 4. We respectfully request that this redundancy be resolved by deleting the requirement that the plan be included in the page-limited portion of the written technical proposal.

Response: The RFP has been changed to remove the SDB subcontracting plan from the page limitation of the written technical proposal. However, the SDB subcontracting plan will not be evaluated with the written technical proposal. All information needed for Section M.3 evaluation must be presented with the written technical proposal.

Question 14: Section L.10, A. Written Documentation, (3): the referenced EP clause, 52.215 - 105 does not appear in the latest version of EP. Please revise or clarify the source of the clause.

Response: The referenced clause has been deleted by this amendment. (Section L.14)

Question 15: Section L.14, page L.10: The instructions for the page-limited portion of the written technical proposal requires the inclusion of Past Performance references. As described below, there seems to be two instructions regarding what information the offer is to provide regarding past performance. In addition, it is unclear what Past Performance information is to be submitted in the page-limited portion of the written technical proposal.

Section L.16 Past Performance Information - The clause requires information on all contracts of similar size and complexity currently in place or completed in the last three years.

Attachment 1. Past Performance Information, contains the Past Performance Questionnaires to be used by the government in collecting past performance information from offers past/current clients. The top of this form requires client contact and contract information which the RFP indicates is to be provided by the offeror.

Clause L.16 requires a large amount of information (e.g., items (a). - (1), which, when combined with the page limitation serves to penalize offerors with numerous similar contracts and or subcontractors. The Past Performance Questionnaires are 4 pages long each, and even just 3-4 references would use 12-16 pages of the page limited portion of the written technical proposal, which seems grossly disproportionate with the. (CO Note: as written)

We interpret the RFP instruction regarding past performance references to mean that the information required by the government for contacting references is to be included in the section of the page

limited portion of the written technical proposal. For each reference provided, this information includes:

Name of Contractor
Contract Number
Contract Title
Contract Value

We also interpret the RFP instructions to mean that additional past performance information required by the RFP (e.g., Section L.16 and) is to be included in that portion of the written technical approach which is not page limited.

Please confirm our interpretation of this instruction or provide clarification.

Response: At least 3 references are required. The Government will fill out the past performance questionnaire, not the offeror. The offeror only needs to provide the required information in L.16. The interpretation is incorrect. All past performance information must be submitted with the page total.

Question 16: Section L.26: The cited EP reference is out of date (August 1984). Please confirm the citation intended from the current EP.

Response: Please comply with the RFP as written.

Question 17: Section M.3, Evaluation Subfactor, Key and Non-Key Personnel: The RFP describes 3 functional areas to be performed by key staff, rather than three key staff positions, which is the more traditional description of key staff requirements. Is it incorrect to conclude from the phrasing that more than one individual (e.g, two individuals) can be identified as key to the performance of one functional area?

Response: How an offeror wishes to propose is up to the offeror.

Question 18: Section L.31(4) suggests that ESS and REPA prime contractors will be ineligible to bid on this contract. However, elsewhere in L.31 and in L.32 the RFP indicates that an ESS or REPA prime contractor may be eligible provided the contractor presents an acceptable mitigation plan. 1) Is an ESS or REPA prime contractor eligible to bid on this contract, and 2) If so, what criteria will EPA use to evaluate the acceptability of a COI mitigation plan?

Response: A portion of L.31 has been deleted as the CO will not review any plan prior to award. An ESS or REPA prime may submit a proposal on this procurement. Based on the information obtained from the offeror, the contracting officer in conjunction with other EPA parties will determine if all COI issues can be successfully mitigated. L.31, L.32 and L.33 provide the overall criteria

which will be utilized.

Question 19: Regarding the font size limitation in Section L.: Very often, font size limitations apply only to the narrative portion of a proposal, because it is recognized that smaller font sizes are more effective in presenting information in graphics and figures (11 point is quite large for effective use in these applications.). Graphics and figures produced using a smaller font are perfectly legible are more useful in presenting information as a result of efficient use of graphical techniques. Can we correctly assume that the 11 pt. font limitation applies only to the narrative portion of the proposal and not to text in graphics and figures?

Response: Graphics and non-text information must be easily readable.